

A. G. Contract No KR00 0226TRN
ADOT ECS File: JPA 00-34
Project: HURF Advance
Section: Harquahala Road
TRACS No HRF-LLA-0-727/HF027 01C

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
LAPAZ COUNTY, ARIZONA

THIS AGREEMENT is entered into 5 May, 2000,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State")
and LAPAZ COUNTY acting by and through its BOARD OF SUPERVISORS (the "County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 and 28-6993(G) to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the County.

3. The State Transportation Board has approved the exchange of \$319,987.00 in Highway User Revenue Funds (HURF) during FY00 to the County for construction of improvements to the county road Harquahala Road, and such funds will be repaid to the State by withholding from the Western Arizona Council of Governments (WACOG) federal funds and the obligation authority for federal funds in the amount of \$409,793.00 during fiscal year 2000.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows

NO 23965
Filed with the Secretary of State
Date Filed: 05/05/00

Peterson Gayles
Secretary of State

-B Dick D. Greenwood

II. SCOPE OF WORK

1. The County will:

a. Provide design plans, specifications and such other documents and services required for construction bidding and construction.

b. Call for bids and award one or more construction contracts for the project. Administer same and make all payments to the contractor(s). Be responsible for any additional funds required to complete the project, and for any contractor claims for extra compensation due to delays or whatever reason. Comply with all applicable State laws, rules and regulations

c. Invoice the State for thirty percent of the project cost at the start of construction.

d. Invoice the State for thirty percent of the project cost at the thirty percent and sixty percent project completion stages.

e. After completion of the project, invoice the State for ten percent of the project cost.

f. Upon completion, approve and accept the project as complete and provide maintenance.

2 The State will:

a. Within 30 days after receipt and approval of an invoice, advance the County HURF funds in accordance with paragraph II.1 c., d. and f. above.

b. Withhold from WACOG, federal funds and the obligation authority of federal funds in the amount of \$409,793 00 during FY00.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, cost over-runs and claims. It is agreed that the State's participation is confined solely to advancing highway user revenue funds; that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees

2. This agreement shall remain in force and effect until completion of said project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, unless assumed by another governmental entity, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

3. This agreement shall become effective upon filing with the Secretary of State

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511
5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.
6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.
7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

LaPaz County
Public Works Director
1112 Joshua Ave, #207
Parker, AZ 85344

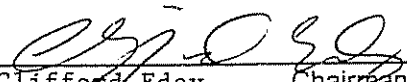
8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


LAPAZ COUNTY, ARIZONA

STATE OF ARIZONA
Department of Transportation

By

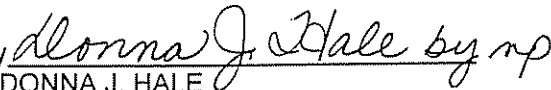

Clifford Edey, Chairman
Board of Supervisors

By


MARY LYNN FISCHER, Director
Transportation Planning

ATTEST

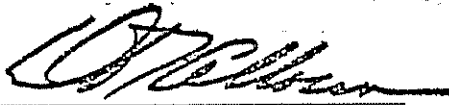
By


DONNA J. HALE
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 28th day of February 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with LaPaz County for the purpose of defining responsibilities for the exchange of HURF funds.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Director of Transportation Planning for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

**MINUTES
OF THE
LA PAZ COUNTY BOARD OF SUPERVISORS
Monday, March 20, 2000, 10:00 a.m.
Regular Meeting**

Chairman Edey called the Monday, March 20, 2000 Regular Meeting of the La Paz County Board of Supervisors to order at 10:01 a.m. The following were present: Chairman Edey, Supervisors Barker and Fisher, County Attorney Buckelew, County Administrator Layton, Finance Director Wilson, Public Works Director Tomlinson, Lt. Davis, Chief Parks Ranger Bennett, County Assessor Nault, School Superintendent Brandt, Health Director Shontz, Public Fiduciary Bachtel and Administrative Secretary Parrott.

The Pledge of Allegiance and Invocation were led by Chairman Edey.

CONSENT AGENDA ITEMS:

County Administrator Layton presented for approval Consent Agenda Items 3(a) – 3(h).

SUPERVISOR BARKER MOVED to approve Consent Agenda Items 3(a) – 3(h). Motion seconded by Supervisor Fisher, passed unanimously.

3a) Approval of Minutes

Approve the Minutes of the March 6, 2000 Regular Meeting (10:00 a.m), as presented.

3b) Approval of Payroll

Approve the February 27, 2000 through March 11, 2000 gross payroll, in the amount of \$263,691.96, plus employer benefit contributions of \$51,440.21, for a total of \$315,132.17 (including handwritten warrants).

3c) Approval of Demands

Approve the demands, as presented, in the amount of \$381,173.85 (including handwritten warrants).

La Paz County Board of Supervisors
Monday, March 20, 2000, 10:00 a.m.

construction of improvements to Harquahala Road during fiscal year 1999/2000. Funds used are repaid directly to the State through Western Arizona Council of Governments (WACOG) federal funds. He stated that the project should be completed by June 30, 2001.

In response to Supervisor Barker's inquiry, Public Works Director Tomlinson indicated that, during construction, an alternate route will be provided to residents in the area.

SUPERVISOR BARKER MOVED to enter into an Intergovernmental Agreement with the State of Arizona for the Harquahala Road HURF Exchange (#JPA 00-34). Motion seconded by Supervisor Fisher, passed unanimously.

Approve to Enter into an Intergovernmental Agreement with the State of Arizona for Parker – Ehrenberg Highway HURF Exchange (#JPA 00-35)

Public Works Director Tomlinson presented for approval an Intergovernmental Agreement with the State of Arizona for the Parker – Ehrenberg Highway HURF Exchange (#JPA 00-35). He explained that the State Transportation Board has approved the exchange of \$122,396.00 in Highway User Revenue Funds (HURF) to the County for construction of improvements to the Parker – Ehrenberg Highway. He stated that, if approved, construction could begin within the next 6 – 8 weeks.

SUPERVISOR BARKER MOVED to enter into an Intergovernmental Agreement with the State of Arizona for the Parker – Ehrenberg Highway HURF Exchange (#JPA 00-35). Motion seconded by Supervisor Fisher, passed unanimously.

Approve Amendment to Injury Prevention Program Contract #953023

Health Director Shontz presented for approval an amendment to Injury Prevention Program Contract #953023, extending the term of the contract to December 31, 2000.

SUPERVISOR FISHER MOVED to approve Amendment #1, Injury Prevention Program Contract #953023, extending the term of the contract to December 31, 2000. Motion seconded by Supervisor Barker, passed unanimously.

APPROVAL OF THE LaPAZ COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and LaPAZ COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 20th day of March, 2000.

R. Glenn Burkeler

County Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX, AZ 85007-2926

JANET NAPOLITANO
ATTORNEY GENERAL

TRN Main: (602) 542-1680

Direct: (602) 542-8837

Fax: (602) 542-3646

MAIN PHONE: (602) 542-5025

FACSIMILE: (602) 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-0226TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 28, 2000.

JANET NAPOLITANO
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/624081

Enc.